

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

***PATENT***

Inventors:	Dennis E. Brawn James M. King	Docket No.:	IPRO.0100
Serial No.:	10/735,330	Examiner:	Chad S. Dickerson
Filing Date:	12 December 2003	Group Art Unit:	2625
TITLE:	METHODS AND APPARATUS FOR IMAGING DOCUMENTS		

**DECLARATION UNDER 37 C.F.R. § 1.131**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Commissioner:

The undersigned, Dennis E. Brawn, declares the following:

1. I am a co-inventor of the claimed subject matter of the captioned application. The technology described and claimed in the captioned patent application was conceived no later than 2001, and was diligently reduced to practice in 2003. The attached documentation supports this declaration. The documentation shows that the invention was conceived of in 2001 and reduced to practice by April 11, 2003.
2. In particular, I and my co-inventor conceived of the invention in 2001, as evidenced by Exhibit A, which is an email of May 15, 2001 from Rich Ruyle, an executive at the assignee of the present invention. The email discusses planning of "Kiosk", which is now known as "Copy+" and an implementation of the claimed subject matter. This email indicates that the Kiosk concept, which is claimed in the present patent application, existed no later than May 15, 2001, and that the concept was sufficiently developed to discuss the direction of the technology and request approval for equipment to develop the technology.
3. We continued to diligently develop the technology in 2001. Exhibit B is a proposed R&D development schedule and associated notes from a meeting sometime in 2001 for developing

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Rule 131 Declaration of Dennis E. Brawn

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the technology. The development schedule specifically refers to completing various aspects of implementation for various product elements by June 30, 2001 and December 31, 2001.

4. Development continued in 2002. Exhibit C is an agenda for a product planning meeting dated July 22, 2002. The agenda specifically refers to the Kiosk project, indicating that the project is in development with the Canon 8500 machine and that prototype drawings are in progress. Exhibit D is an email dated March 18, 2002, with a loan agreement attached. The loan agreement is for the Canon 8500 referred to in Exhibit C for implementing and testing the Kiosk/Copy+ technology.
5. Exhibit E is a press release issued on April 11, 2003, at which time the IPROCOPY+ product had been fully reduced to practice.
6. In sum, the invention was conceived in 2001, and the conception of the invention was followed by diligent efforts to reduce the invention to practice, culminating in the actual reduction to practice of the invention in early 2003.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

  
\_\_\_\_\_  
Dennis E. Brawn

10-7-2008  
\_\_\_\_\_  
Date

## EXHIBIT A

**Charlie Phillips**

**From:** "RRUYLE" <rroyle@iprocorp.com>  
**To:** "Lynn King" <lking@iprocorp.com>; <jking@iprocorp.com>; "Gregory G Horne" <ghorne@iprocorp.com>; "Dennis Brawn" <dbrawn@iprocorp.com>; "Charlie M Phillips" <cphillips@iprocorp.com>; <tlipton@iprocorp.com>  
**Sent:** Tuesday, May 15, 2001 10:01 AM  
**Subject:** RE: Marketing Meeting

We will have a product-planning meeting directly after the marketing meeting on Thursday to discuss the following:

Version 6.2 migration to 7.0

DLL name changes *no version release for 7.0*

PDF

EDD - *connecting to*

Coding Application

Coding configuration to Image Server *7.0*

Linked field enhancement - *7.0*

Commercial application - *next year*

Payroll module

*feeding true statistical*

KIOSK

Direction

Approval for purchase of equipment

Text Bridge Royalties - OCR

*Get lead tool out here*

*Shrink wrap step #1 - ~~function~~ 30 days*



*V6.0 roll out of bugs - JMK*

*L (new shield wizard finish)*

*L win seek*

*L*

## EXHIBIT B

2's for R&D

## Proposed R&D Development Schedule for 2001

The R&D Department really likes the "three-legged stool" approach categorizing our software products and for focusing our development efforts. The following development schedule is organized into our three product categories taking a high-level overview of major development efforts each product category.

### <sup>Image Right Systems</sup> IMS/Viewer Modules

**Target completion date: June 30th**

Provide Wizard look & feel to all utilities.

*is this an enhancement to all utilities, project or new utilities?*

Integrate PDF capability throughout IMS modules - viewer, printing, buildnew, etc. *TT: 4/*

Add Report/Billing module for Batch Printer and other utilities using Access Database and Crystal Report Writer. Add all reports necessary for ASP module repository system, as well as internal client billing reports.

*New product*  
*into the system* [Client/Server Concordance Frontend. Target goal: compete directly against IConnect and provide alternative to Summation. *4/5/01*]

Allow remote updates of authorization disks and system dongles.

**Target completion date: Dec 31st**

ACCESS/SQL Database frontend. Target goal: to provide an integrated IPRO database solution for both low/high end users.

Create Commandline interface for IMS utilities to allow advanced integration into existing systems.

Create BUILDNEW management system for tracking and re-submitting production runs.

Eliminate EZ Viewer - have single viewer product.

Enhance CD Publish with new look & feel, but maintain version 9 Lead Tools for royalty-free distribution.

*any? talk w/ Rick*

### Production Modules

**Target completion date: June 30th**

Provide Wizard Look & Feel to all premium scanning modules.

Integrate PDF and OCR into Scanning module.

Redesign EZ Scan to simplify Office Scanning process, i.e., scan direct to retrieval project - no commit process or project setup. Uses existing retrieval project definition.

Develop command-line driven scanning interface for integration into 3rd party software.

**Target completion date: Dec 31st**

Design LASER PRINT KIOSK prototype and validate its concept in real-world testing. JMK : 11/

Develop client/server scanning module for distributed processing.

Electronic Data Discovery. Import E-mails, WP documents, etc., as TIFF files.

### Coding Module

**Target completion date: June 30th**

Add requested enhancements: Names/Org linked field data entry type, user defined/enhanced field delimiter selections, user definable import field order at batch creation, and allow coders/qc'ers to be blocked from selected projects even though their assigned team may have access rights to that project.

Coding Client spell check and zonal OCR.

Add thumbnail viewing to Unitization Viewer.

Develop integrated Payroll/Accounting module to simplify time/billing process.

**Target completion date: Dec 31st**

Develop integrated HR module for managing conflict checks, confidentiality agreements, etc.

Add double-keying feature and explore selected commercial markets.

V-Code  
estimated previous to June 30th (TAR & DCA)

## EXHIBIT C



## AGENDA

**Regarding:** Product Planning  
**Location:**  
**Called By:** Jim King

**Date:** 7/22/02  
**Time:** TBD  
**Length:** TBD

### Agenda for Product Planning:

1. Final version of 7.0 (7.5) *7.5 closed - 7.6 coln*
  - a. Completed
  - b. Build and testing in progress
1. Version 7.6 *State Farm 45 Days - 1/2/02 =*
  - a. Support for color tiffs
  - b. OCR confidence level *View*
  - c. New OCR modules using Lead Tools 13
  - d. Support for auto load to image server *Scan it - Auto Load =*
  - e. Compile taking place now, schedule for testing *Check Scanning !!*
1. Version 8.0 (end of year release)
  - a. Feature set planning in progress
  - b. Still no names from IArchives - no status as of yet
1. Scan-IT
  - a. Test complete
  - b. UI modifications in progress
  - c. Schedule release 8/1/02
  - d. Need Marketing Campaign } *3*
1. IConvert
  - a. Available
  - b. Latest version creates registry entry and does not require IPRO DLL's and can run from any directory
  - c. Enhancements for next month
    - i. Script to create DII from Summation Case
    - ii. Option to send to IConvert
1. Mail-IT
  - a. Needs marketing campaign *⇒*
1. Kiosk
  - a. In Development with Canon 8500
  - b. Prototype drawings in progress. Dennis will meet with local vendors for input
1. Database development - Discussion
2. Other
  - a. State Farm data entry fields: In design in progress, will send outline to State Farm for approval and time estimate when Dennis and Henry are done.
  - b. IRS scan front and back of check to one tiff. Will look at after State Farm
  - c. Open text. Will need more design with Jim McNeil. They have multiple projects and need some way of directing scan images. The problem is when writing to their toolkit; any machine that runs that code must have additional open text modules installed. It also means we need a way to link a scan project to Open Text project/folder

## EXHIBIT D

**Charlie Phillips**

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**From:** "rruyle" <rruyle@iprocorp.com>  
**To:** "Charlie Phillips" <cphillips@iprocorp.com>  
**Cc:** <jedwards@iprocorp.com>  
**Sent:** Thursday, December 05, 2002 12:17 PM  
**Attach:** 0217\_001.pdf  
**Subject:** FW: 8500 Loaner, Signed Agreement

Richard Ruyle  
V.P. Product Development  
IPRO Tech  
602-324-4776  
rruyle@iprocorp.com

-----Original Message-----

**From:** gryan@cusa.canon.com [mailto:gryan@cusa.canon.com]  
**Sent:** Monday, March 18, 2002 7:57 AM  
**To:** rruyle@iprocorp.com  
**Subject:** 8500 Loaner, Signed Agreement

Hi Rich: I just want to let you know that we rec'd the speed print app.  
Also, attached is a pdf of the signed loaner agreement. I will process the  
request and let you know when you should expect it. At that time, let's  
talk about the development plan and any resulting business model plans.  
Greg

-----  
Greg Ryan  
Marketing Alliances Manager  
Copier and Networked Office Systems Division  
Canon USA, Inc.  
516-328-5762  
----- Forwarded by Gregory T. Ryan/NewYork/CanonUSA on 03/18/2002 09:52 AM  
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nosir5000i@dibwtux.cusa

.canon.com                      To:  
gryan@CUSA.canon.com  
cc:

03/19/2002 09:50 AM              Subject: Attached

Image

## EQUIPMENT LOAN AGREEMENT

### Parties to the Agreement

Canon U.S.A., Inc.  
One Canon Plaza  
Lake Success, NY 11042  
("CUSA")

IPROTech  
1990 West Camelback Road, Suite 100  
Phoenix Arizona 85015-3463  
("Recipient")

### Background

Recipient desires to borrow from CUSA certain items of Equipment listed on Exhibit A (the "Equipment") for the sole purpose of IPROTech can develop its software products to be optimized for the imageRUNNER 8500.

### 1. The Loan

A. CUSA agrees to loan the Equipment to Recipient without charge. Recipient agrees to use the Equipment solely for the purpose above. CUSA may terminate this Agreement at any time and for any reason on notice to Recipient.

B. Subject to Paragraph A above, the period of the loan is six (6) months from the date of this Agreement on the last page, unless extended by mutual agreement (the "Loan Period"). CUSA will pay for transporting the Equipment to Recipient. Upon expiration or earlier termination of the Loan Period, Recipient will, at its own expense, return the Equipment in its original packaging and in good condition, reasonable wear and tear excepted. Recipient will bear all risk of loss or damage to the Equipment while it is in Recipient's possession and until its return to Canon.

C. Recipient agrees to provide CUSA with an impression of a valid credit card in the name of Recipient, or its principal, as security for Recipient's faithful performance of its obligations under this Agreement. Should recipient fail to return the Equipment to Canon as agreed in subsection B above, Recipient hereby authorizes Canon to charge this credit card in the amount of \$\_\_\_\_\_ representing the list price of the Equipment. Dealer

D. Recipient agrees that CUSA owns all right, title, and interest, including without limitation, all copyright, patent, trade secret, trademark and other intellectual property rights, in the Equipment and any changes, modifications, or corrections to the Equipment. If Recipient is ever held or deemed to be the owner of any rights in the Equipment, or in any changes, modifications, or corrections to the Equipment, then Recipient agrees to irrevocably assign to CUSA all these rights, title, and interest, and each party agrees to execute all documents necessary to implement and confirm the requirements and intent of this Section.

2. This Section has been intentionally deleted.

### 3. Service and Maintenance

Recipient is responsible for using the Equipment in accordance with published Canon instructions. Recipient agrees not to perform any maintenance or service on the Equipment. If maintenance or service on the Equipment is necessary, Recipient will either return the Equipment to CUSA or CUSA, at its sole option and discretion, may send representatives to visit Recipient during the Loan Period to render reasonable assistance and to explain how the Equipment operates.

### 4. Warranty

The Equipment is loaned to Recipient "AS IS." CUSA MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT. ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSA WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT OR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE EQUIPMENT.

### 5. Future Relations

A. CUSA makes no warranties or representations of any kind with respect to the prospects for any business relationship between the parties as a result of this Agreement.

B. Nothing in this Agreement will be deemed to create a partnership or joint venture between the parties. Neither party will have any obligation to the other after completion of the loan period, except as expressly set forth in this Agreement.

### 6. Miscellaneous

A. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

B. This Agreement constitutes the complete agreement of the parties and supersedes all previous understandings, agreements or representations, written or oral, between the parties on this subject matter.

C. All notices must be in writing, bear the addresses of the parties to this agreement and be dispatched by certified or registered mail, return receipt requested, or by facsimile.

D. This Agreement cannot be amended except by a writing signed by both parties. If any one or more of the provisions of this Agreement are held unenforceable, the enforceability of the remaining provisions will be unimpaired.

E. This Agreement is not assignable by Recipient without CUSA's prior written consent and any attempted assignment without this consent is void.

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_.

CANON U.S.A. INC.

By: [Signature]  
Name: T. D. P. K.  
Title: SVP  
Date: 3/5/02

IPROTech

By: [Signature]  
Name: James M. King  
Title: Pres.  
Date: 3/8/02

**EXHIBIT A**

**Hardware and Accessories**

**Product**

**Quantity**

*Image Runner 8500*

*ONE*

**Documentation**

## EXHIBIT E

## Gordon R. Macaw

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**From:** Deborah Russo  
**Sent:** Tuesday, July 29, 2008 11:08 AM  
**To:** Gordon R. Macaw  
**Cc:** Dennis Brawn  
**Subject:** copy+

A press release

**PHOENIX, AZ** — April 11, 2003 — IPRO Tech, Inc., makers of the most widely used litigation software, announced today that IPROCOPY+ is now available for Copy Shops. IPROCOPY+ is designed to duplicate the copy process but with more power and versatility.

With a multifunction device such as the Canon imageRUNNER and IPROCOPY+, a copy shop now has the means to conveniently handle a small case in a cost-effective manner because time, equipment, and labor costs are significantly reduced.

IPROCOPY+ offers these exciting new benefits and features:

- Use a touch screen or a keyboard/mouse.
- No project setup required
- No prepping; IPROCOPY+ uses the Document boundary only.
- Automatic Bates stamping
- Simultaneously scan, print, and staple
- Thumbnail views of images
- Easy to use Icons
- Automatically rennumbers collection for inserted documents
- Minimum training for operators; begin jobs quickly.
- Export to media such as a CD for portability and printing at a later date.
- Simplex or Duplex scanning with blank page threshold settings
- Easily modify binding elements
- Use automatic feeder or flatbed
- Letter, landscape, legal, and oversize formats
- Rotation at 180 degrees
- Collating available
- Image scaling
- Contrast, Despeckle, and binding element margin settings
- Image search

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Will keep digging

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